

General Terms of Business, U-Protein Express BV

These Standard Conditions have been filed at the Registry of the Chamber of Commerce of Utrecht, the Netherlands.

1. Scope of instructions, quotation

1.1- The scope of the instructions is determined by the description of the work comprised in the quotation, inclusive of all variations, which are agreed upon afterwards.

1.2- The agreement regarding the execution of work according to instructions is reached by the Principal accepting a quotation of U-PROTEIN EXPRESS BV.

1.3- The quotation will state how the results of the work instructed will be laid down.

1.4- Unless stated otherwise in the quotation, U-PROTEIN EXPRESS BV's quotation is open for acceptance within thirty days from the date of quotation.

1.5- Amendments, additions and/or extensions of the instructions or deviations from the Standard Conditions are binding only after both parties have agreed them upon in writing.

1.6- U-PROTEIN EXPRESS BV's quotation and the knowledge and ideas contained therein will be used by the Principal only for evaluation of his interests in awarding the instructions and is meant only to be carried out with U-PROTEIN EXPRESS BV. This article is also applicable to proposals for variations, additions and/or extension of the instructions.

2. Execution of the instruction, results

2.1- The instructions shall be carried out within the (estimated) term mentioned in the quotation, unless this should prove impossible. If it appears in due course that the term may be exceeded, U-PROTEIN EXPRESS BV shall consult the Principal as soon as possible.

2.2- By accepting the instructions U-PROTEIN EXPRESS BV shall undertake no obligation other than to use its reasonable efforts to achieve a usable result for the Principal when carrying out the instructions.

2.3- If the quotation comprises the delivery of a material object or substance, only the guarantee described in the quotation shall be provided by U-PROTEIN EXPRESS BV on this material object or substance.

2.4- U-PROTEIN EXPRESS BV shall have no obligation to start the carrying out of the instructions before all materials or goods in the agreed form and numbers have been placed at U-PROTEIN EXPRESS BV's disposal. The term mentioned in article 2.1 will be automatically extended by the delay this might cause.

2.5- U-PROTEIN EXPRESS BV shall notify the Principal of faults in the agreed methods of research and other particulars, if any, which become obvious during the execution of the instructions, in so far as these are, in U-PROTEIN EXPRESS BV's opinion, of importance to the Principal.

2.6- Amendments to orders shall be notified to U-PROTEIN EXPRESS BV in writing. U-PROTEIN EXPRESS BV shall make every reasonable effort to implement them, but reserves the right to review the price and terms of delivery.

3. Confidentiality

3.1- U-PROTEIN EXPRESS BV undertakes to keep secret the name of the Principal and the fact that the instructions have been carried out only upon request of the Principal.

3.2- U-PROTEIN EXPRESS BV undertakes to keep secret the results of the instructions, as they are supplied by U-PROTEIN EXPRESS BV to the Principal, except in so far as it concerns calculation methods, programming and experimental methods of working, which were not aimed for when giving the instructions.

Unless agreed otherwise at the time the instructions are given, the confidentiality obligation of U-PROTEIN EXPRESS BV lasts until five years after the date of the final invoice of the instructions or until five years after the date of the final report should this be delivered earlier.

3.3- Proprietary data from the Principal to which U-PROTEIN EXPRESS BV has access when carrying out the instructions and which have explicitly been designated as confidential by the Principal shall be kept secret by U-PROTEIN EXPRESS BV. The confidentiality obligation of U-PROTEIN EXPRESS BV shall not apply to data:

o which are already in the possession of U-PROTEIN EXPRESS BV at the time the proprietary data become available to U-PROTEIN EXPRESS BV;

o which are public knowledge or (otherwise than by culpable negligence or breach of U-PROTEIN EXPRESS BV) become public knowledge;

o which are obtained by U-PROTEIN EXPRESS BV from another person in good faith; or are independently acquired by U-PROTEIN EXPRESS BV as a result of research carried out by U-PROTEIN EXPRESS BV, without using in any way the secret data.

3.4- U-PROTEIN EXPRESS BV's undertaking as to confidentiality shall not apply where it would be contrary to U-PROTEIN EXPRESS BV's legal functions and obligations, nor when and in so far as U-PROTEIN EXPRESS BV establishes a serious danger to persons or goods. In the latter event U-PROTEIN EXPRESS BV shall, if possible, consult the Principal before notifying those whose person or goods are threatened and/or the competent authorities of the dangerous situation.

3.5- The enlisting of third parties outside U-PROTEIN EXPRESS BV to carry out the instructions shall be subject to the consent of the Principal, if and in so far as such enlistment would create a foreseeable risk with respect to the confidentiality.

3.6- If it is agreed in writing at the acceptance of the quotation U-PROTEIN EXPRESS BV shall refrain from accepting instructions from third parties within the scope of the instructions during the carrying out of the instructions.

4. Intellectual property

4.1- All results and underlying measurements, drawings, documents, programs, research, reports, analyses, data, and laboratory and process records, which are included in the agreed order shall become the Principal's property.

4.2- U-PROTEIN EXPRESS BV shall be entitled to use for its own purposes and/or for the purposes of third parties and/or to allow third parties to use:

a. the knowledge and experience available to U-PROTEIN EXPRESS BV at the time of acceptance of the instructions;

b. the new specific knowledge and data, which have been obtained by carrying out the instructions and which are outside the scope of the instructions as referred to in article 1.1 ;

c. calculation methods, programming and experimental methods of working arising from carrying out the instructions, as far as these are not the aim of the instructions.

4.3- Methods, processes and concomitant know-how developed by U-PROTEIN EXPRESS BV shall remain the property of U-PROTEIN EXPRESS BV. Unless otherwise agreed, they shall not form part of the service supplied.

4.4- The fact that U-PROTEIN EXPRESS BV has processed the instructions does not entitle the Principal to any licenses, unless otherwise agreed in writing.

5. Publicity

Without U-PROTEIN EXPRESS BV's prior written consent, the Principal shall not be allowed to:

a. reproduce and/or publicize all or part of a U-PROTEIN EXPRESS BV report by means of printing, photocopying, microfilm, in electronic form or any manner whatsoever, nor to store it in a retrieval system;

b. use part or all of a U-PROTEIN EXPRESS BV report for instituting claims, conducting legal proceedings, advertising, negative publicity, nor for recruitment in a more general sense;

c. use the name of U-PROTEIN EXPRESS BV in any connection whatsoever when publicizing all or part of a U-PROTEIN EXPRESS BV report and/or for any of the purposes mentioned under b.

6. Protection of knowledge

6.1- U-PROTEIN EXPRESS BV and the Principal shall keep each other informed about:

- a. their assumptions that anything potentially patentable may have been discovered;
- b. the fact that a patent application, within the scope of the instruction of the Principal, has been filed;
- c. the contents of such an application.

Furthermore, U-PROTEIN EXPRESS BV and the Principal shall provide each other with full cooperation when filing a patent application.

6.2- Should the Principal not wish to exercise its right to file for a patent, this right will pass on to U-PROTEIN EXPRESS BV.

6.3- Should U-PROTEIN EXPRESS BV exercise its right pursuant to 6.2, then U-PROTEIN EXPRESS BV shall grant the other party a license, free of charge.

7. Price and payment

7.1- If a 'fixed price' is mentioned in the quotation, then such price shall be considered as the agreed price. If no 'fixed price' is mentioned in the quotation, then it is established between the Principal and U-PROTEIN EXPRESS BV that the sum payable shall be determined by way of calculation afterwards based on the rates as agreed upon. If no rates have been agreed upon, then the rates shall be determined on the basis of U-PROTEIN EXPRESS BV's usual methods. If a 'controlled price' is mentioned in the quotation, then the quoted sum indicates only an estimate of the costs, which is not binding. Moreover, U-PROTEIN EXPRESS BV is entitled, whenever there is a period of twelve months or longer between the date on which the work are/shall be completed, to index that part of the amount of the instructions which has not been invoiced, according to the yearly adjustment of U-PROTEIN EXPRESS BV's rates.

7.2- If no 'fixed price' is mentioned in the quotation and the instructions involve an amount in excess of €5,000, U-PROTEIN EXPRESS BV shall, if so requested by the Principal at the time of instructions, give a further specification of the invoice.

7.3- Unless stated otherwise, all amounts mentioned by U-PROTEIN EXPRESS BV in the quotation do not include Value Added Tax.

7.4- U-PROTEIN EXPRESS BV reserves the right to submit interim invoices. U-PROTEIN EXPRESS BV is at all times entitled to demand advance payments.

Unless otherwise agreed, and provided the project does not last for several months, invoices shall be raised on completion of the order. Orders which take several months and which are charged on a cost basis shall be invoiced monthly as the order progresses.

Inclusive projects lasting several months shall be subject to the following terms of payment, unless otherwise agreed in writing:

- 50% of project total within 20 days of confirmation of order
- 40% of project total 30 days before goods delivered/services supplied
- 10% of project total 20 days after goods delivered/services supplied.

7.5- Accounts payable to the client by U-PROTEIN EXPRESS BV may be offset only with the prior written consent of U-PROTEIN EXPRESS BV. Arrears interest of 1.5% per month shall be charged on late payments. In the event of late payment or if there is good reason to doubt the client's solvency or creditworthiness, U-PROTEIN EXPRESS BV may demand a deposit before supplying further goods or services, and payment of any other business debts. U-PROTEIN EXPRESS BV shall not be required to provide further goods or services if the client is in arrears with any payment due.

7.6- The Principal shall pay invoices within thirty days from the invoice date in the currency stated in the quotation, without any right to a reduction or reimbursement, as well as statutory interest and collection charges if the Principal exceeds the thirty-day term of payment.

7.7- All goods made available to the Principal by U-PROTEIN EXPRESS BV as part of the work shall remain the property of U-PROTEIN EXPRESS BV, until the amount(s) owed by the Principal to U-PROTEIN EXPRESS BV has (have) been paid in full.

8. Liability

8.1- U-PROTEIN EXPRESS BV shall be liable only for damages, which are the direct result of a culpable shortcoming (breach of contract) on the part of U-PROTEIN EXPRESS BV in the execution of its obligations. Should U-PROTEIN EXPRESS BV, on the ground of the contractual liability referred to in the first sentence of this paragraph and/or on any other ground, be liable, it shall be liable only for direct damages incurred by the Principal, and only up to the amount of the price owed by the Principal, by virtue of article 7.1. When the implementation of the order takes several years, the financial interest is based on a sum calculated over the last full calendar year.

8.2- U-PROTEIN EXPRESS BV and/or persons employed and/or enlisted by U-PROTEIN EXPRESS BV to carry out the instructions shall not be liable for damages which the Principal suffers when applying or using the results of U-PROTEIN EXPRESS BV's works, unless there is misconduct or gross negligence on the part of U-PROTEIN EXPRESS BV and/or on the part of persons used and/or enlisted by U-PROTEIN EXPRESS BV to carry out the instructions.

8.3- The Principal shall indemnify U-PROTEIN EXPRESS BV and/or persons employed and/or enlisted by U-PROTEIN EXPRESS BV to carry out the instructions against any claims from third parties arising from damages suffered by those third parties as a result of application or use of the results of U-PROTEIN EXPRESS BV's works by the Principal or any other person to whom the Principal has made that result available, unless there is misconduct or gross negligence on the part of U-PROTEIN EXPRESS BV and/or on the part of persons employed and/or enlisted by U-PROTEIN EXPRESS BV to carry out the instructions.

8.4- In the event persons employed and/or enlisted by U-PROTEIN EXPRESS BV to carry out the instructions have to enter the premises of the Principal or third parties in connection with the instructions then such persons entering the aforementioned premises shall not lead to any limitation of the liability of the Principal.

Any agreement with such persons to that effect shall be null and void.

8.5- U-PROTEIN EXPRESS BV shall not accept liability for damages arising from infringement on the rights of third parties when the results are applied.

8.6- U-PROTEIN EXPRESS BV shall not accept liability for damages arising from defects in goods supplied to U-PROTEIN EXPRESS BV, including software, which have been delivered by U-PROTEIN EXPRESS BV to the Principal, unless and in so far as U-PROTEIN EXPRESS BV is able to recover the damage from its supplier.

9. Miscellaneous

9.1- During works in connection with the instructions on the premises of the Principal, the Principal shall, if requested by U-PROTEIN EXPRESS BV at reasonable notice, place at U-PROTEIN EXPRESS BV's disposal auxiliary staff and equipment, free of charge.

9.2- The Principal and/or its personnel are/is obliged to observe during their/its stay at the building and/or other places of U-PROTEIN EXPRESS BV any rule or instruction that is in force for the users of such building or places. The Principal shall be responsible for the behavior of its personnel.

9.3- If either the Principal or U-PROTEIN EXPRESS BV should not fulfill any essential obligation arising from the agreement, the other party shall so notify the defaulting party in writing and allow the defaulting party a reasonable further period to fulfill its obligations as yet. In the event that the defaulting party should still not fulfill its obligations within the further period allowed, its rights arising from this agreement shall lapse and the other party shall be released from any of its obligations.

9.4- Any claims of the Principal against U-PROTEIN EXPRESS BV arising out of or related to the execution of the instructions by U-PROTEIN EXPRESS BV and/or persons employed

and/or enlisted by U-PROTEIN EXPRESS BV to carry out the instructions shall be null and void in the event such claims have not been put to U-PROTEIN EXPRESS BV in writing within one year from the date of the final invoice, unless the Principal provides proof that he was unable to notify U-PROTEIN EXPRESS BV within the aforementioned period.

9.5- In the event that U-PROTEIN EXPRESS BV has anything in its possession related to the research to be conducted for the Principal, then U-PROTEIN EXPRESS BV is entitled to retain these until such time as all outstanding accounts have been settled by the Principal that pertain to this research, unless the Principal has sufficient security to guarantee payment of these accounts.

10. Disputes

10.1- These terms and conditions apply to all quotations, all orders and all contracts with U-PROTEIN EXPRESS BV pertaining to the performance of research activities. The Principal can only invoke stipulations contrary to these general term and conditions or own terms and conditions, if the stipulations or terms and conditions have been expressly agreed with U-PROTEIN EXPRESS BV in writing.

10.2- All disputes arising from or in connection with the present agreement, or from any further agreements resulting there from, shall be brought exclusively before the competent Court in Utrecht, The Netherlands.

10.3- This agreement shall be governed by the laws of the Netherlands.

September 25th, 2007